

MINGUS UNION HIGH SCHOOL DISTRICT #4

1801 East Fir Street · Cottonwood, AZ · 86326 · 928.634.7531

Den of the Marauders

2026-2027 Certified Teacher Contract

THIS CONTRACT IS ENTERED INTO AS OF ITS DAY OF EXECUTION HEREINAFTER SET FORTH, BETWEEN MINGUS UNION HIGH SCHOOL #4 ("DISTRICT") AND _____ OF YAVAPAI COUNTY, ARIZONA ACTING THROUGH ITS GOVERNING BOARD (HEREINAFTER REFERRED TO AS "DISTRICT") AND THE ABOVE-NAMED EMPLOYEE (HEREINAFTER REFERRED TO AS "TEACHER").

1. District agrees to employ Teacher for 185 days during fiscal year **2026-2027** starting on <<START DATE>> and ending on <<END DATE>>. The contract year for Teacher shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance is determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by the employment contracts without additional compensation to Teacher.
2. Teacher's employment is conditioned upon the possession at all times of a valid Arizona teachers' certificate for the position being offered and upon the satisfactory completion of any and all background checks and fingerprint clearances that may be required. Teacher agrees to be appropriately certified in all assigned core academic subjects or as otherwise required by law and to hold all requisite endorsements by the commencement date of this contract. Teacher's employment may be terminated if these conditions are not satisfied.
3. Teacher understands and agrees that Teacher is not entitled to compensation for any period during which such fingerprint clearance card, certificate(s) and/or endorsement(s) and/or approved area(s) is/are not maintained and in effect; and in addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate teacher for work performed during such period and District may deduct any of that paid to Teacher attributable to such period from any other monies owed to Teacher by District. Teacher also expressly agrees that the District may place Teacher on an unpaid leave of absence during such time that Teacher does not hold and maintain a valid fingerprint clearance card, certificate(s) and/or endorsement(s) and/or approved area(S). In the sole discretion of the District, Teacher may be paid at a substitute teacher rate for a maximum number of days as permitted by law.
4. District agrees to pay Teacher a salary of \$_____. In the event there is a difference between the salary amount stated here and the amount in the District salary schedule, the salary schedule shall govern.
5. Teacher shall also receive performance pay if Teacher qualifies for such pay in accordance with the District's Performance Pay Plan, subject to any reduction in Classroom Site Funding as described in paragraph 6 below. The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan. Teacher shall also receive such fringe benefits as the Governing Board approves for this fiscal year.
6. Pursuant to A.R.S. § 15-977 and provisions of the Classroom Site Fund, the District may or may not receive funds to support supplements to Teacher's Base Salary. Teacher expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any,

and employee eligibility. Payments associated with the Classroom Site Fund may be paid only if the balance in the applicable Site Fund account is sufficient to support the payment.

7. Teacher shall receive such direct economic fringe benefits as approved by the Governing Board for the fiscal year. "Direct economic fringe benefits" means only leave and insurance benefits. The Governing Board reserves the right to modify, repeal or enact Governing Board policies during the term of this contract that do not affect the Teacher's direct economic fringe benefits, except that the Governing Board expressly reserves the right to modify the health insurance plan(s) offered to employees during the term of this contract, including but not limited to changing the insurer, required co-payments and/or deductibles, benefits covered, and other terms of the insurance policy coverage. If eligible, Teacher shall receive supplemental pay stipends or additional pay as expressly authorized by the Governing Board pursuant to Governing Board policy or specific Board action.
8. The term of this contract is for a term that will expire at the end of the 2026-2027 school year. The Governing Board hereby provides notice to Teacher of its intention not to renew the teaching contract for the 2027-2028 school year pursuant to A.R.S. § 15-536 for probationary teachers. Teacher's acceptance of this contract constitutes acceptance of notice of intention not to reemploy during the 2027-2026 school year.
9. If Teacher participates in District's classroom-based preparation program approved by the State Board of Education under A.R.S. 15-553, Teacher agrees to complete assigned work and attend training sessions in order to remain in good standing in the District's classroom-based preparation program. Teacher's failure to maintain good standing in District's classroom-based preparation program constitutes breach of contract by the Teacher subject to discipline as provided by District policy.
10. Teacher acknowledges that at any time after execution of this contract, the Base Salary specified above may be reduced in accordance with a general salary reduction by an amount not to exceed **INSERT AMOUNT** percent of Teacher's Base Salary if any of the following occurs: 1) the Arizona Legislature or any other funding source does not appropriate or make funds available for use by the District, or reduces, delays, or requires repayment of funding; or 2) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized at the beginning of the 2026-2027 fiscal year is less or becomes less than that authorized for the 2025-2026 school year; or 3) the District fails to receive or be authorized for use of funds during the 2026-2027 fiscal year in the amount initially budgeted for such year for any reason. In addition to this notice, Teacher shall be given not less than ten (10) calendar days' notice prior to a reduction in Teacher's Base Salary pursuant to this paragraph.
11. If additional revenues become available to the District through legislative appropriation, state sales tax revenues, payment of back revenue owed by the State, decrease in anticipated cuts or decrease in revenue drop, or other legal enactment and if those revenues are appropriated, authorized, and/or permitted to be used for salaries during the 2026-2027 school year, Teacher may be given a raise in salary, if so approved by the Governing Board in its sole discretion. Any such salary increase shall be apportioned to Teacher in a manner that will be determined by the Governing Board, unless the authorizing enactment specifies the method by which the increase is to be distributed. Teacher must be currently employed by the District to receive any increase.
12. Should Teacher believe there is a mistake in Teacher's salary resulting in Teacher receiving less than what Teacher would be entitled under the salary schedule, the Teacher shall have thirty (30) working days from initiating performance of duties under the contract to notify District of mistake. If Teacher does not notify district within these thirty days, Teacher waives right to additional amounts under

current contract. If the Teacher has received more money than the Teacher is entitled for work performed, the Teacher shall, at the District's option (a) immediately repay any amount erroneously paid to the Teacher or (b) allow the District to reduce future payments to the Teacher to make up for any amount erroneously paid. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

13. This contract is conditional upon the school or other work location to which Teacher is assigned remaining open and in full operation for the entire term of this contract. In the event that, pursuant to court order, lack of appropriated or available funds, or for any other reason beyond the control of the District, either the assigned school or other work location is not open in operation for the full contract term or school operations are suspended or reduced below the anticipated level, there may be a pro-rata reduction of compensation under this contract corresponding to the portion of the contract term that suspended or reduced District operations require suspension or reduction of the services of Teacher.
14. Teacher warrants the truth of all representations and statements made by Teacher to District in connection with Teacher's employment, including the Teacher's employment application, and any other document or oral statement submitted to the District concerning qualifications, fitness to teach, and representations about arrest and conviction record. Any breach of this warranty may be grounds for termination of employment. It is a requirement of employment to report to the administration any circumstances or events that would affect the continuing accuracy or validity of those representations.
15. Pursuant to A.R.S. § 15-550, if Teacher is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Teacher shall immediately report the arrest or charge to Teacher's supervisor. Failure to do so shall result in immediate dismissal.
16. Teacher warrants that Teacher has not pled guilty, pled no contest, been convicted of or is awaiting trial for any crime, including but not limited to the crimes listed in A.R.S. § 15-509, A.R.S. § 15-512, and/or A.R.S. § 41-1758.03(B). Teacher agrees to immediately notify the Superintendent of any arrest or criminal charge that occurs during employment. Failure to do so may result in dismissal.
17. Pursuant to A.R.S. § 15-538.02, the Governing Board may dismiss a Teacher who holds a teaching intern certificate, an emergency teaching certificate or another type of nonstandard without complying with the requirements of A.R.S. § 15-537, 15-538, or 15-541. Such dismissal shall be effective ten (10) working days after delivery of the notice of dismissal to the Teacher.
18. Teacher agrees to teach such grade, grades or subjects as the Teacher may be assigned to teach, and to perform such other duties as may be assigned. Teacher agrees to abide by and be subject to the District's policies, regulations and rules as are in effect or may be amended during the term of this contract.
19. Teacher shall be evaluated through the use of an evaluation system and instrument adopted and approved pursuant to A.R.S. § 15-537. The parties acknowledge and agree that the District's evaluation system may be amended from time to time during the term of this contract.
20. Pursuant to A.R.S. § 15-545, any Teacher resignation without prior Governing Board approval shall be deemed to be an unprofessional act as proscribed by Governing Board policy GCQC. Teacher recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the

event that the teacher does not fulfill his/her obligations under the contract. The Governing Board may waive this payment if the employee's non-performance results from circumstances beyond his/her control as outlined in Governing Board Policy GCQC or a resignation in lieu of dismissal. Resignation prior to the termination of this contract shall in and of itself be considered to be a violation of the Classroom Site Fund Performance Plan, and Teacher shall be entitled to no portion of any funds. The District may withhold all or any part of these liquidated damages from any amount payable to the Teacher after receipt of the resignation or a failure to report for duty, and may take any action, including filing suit, to collect the liquidated damages. Teacher shall reimburse the District for any collection fees, attorney fees, court costs or other reasonable expenses incurred by the District to collect the amount owed as liquidated damages. In the event that the teacher fails to report to his/her assignment or resigns from employment with the, employee agrees to pay the District the amounts outlined below as liquidated damages not as a penalty.

After acceptance of contract until April 30 prior to contract year -----> \$1,000.

May 1 to May 31, prior to contract year -----> \$1,500

June 1 prior to contract year through last scheduled workday of contract -----> \$2,000

21. If Teacher has retired with the Arizona State Retirement System and returned to work, teacher's employment is not subject to annual renewal and other provisions of Title 15 as specified in A.R.S. § 38-766.01. Teacher shall not accrue credited service, retirement benefits or long term disability program benefits under either state law or by District policy.
22. To the extent appropriate for the occasion and as part of the compensation, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and staff development activities/trainings, in order to foster good working relations and encourage and reward staff participation.
23. This Contract is subject to cancellation pursuant to A.R.S. § 38-511.
24. The District may terminate this contract as part of a reduction in force. In the event the District exercises this option, Teacher may be entitled to a one-time payment equivalent to five (5) days per diem, the payment of which sum will constitute full satisfaction of the District's obligations to Teacher pursuant to this contract.
25. Pursuant to A.R.S. § 15-544, Teacher acknowledges the Governing Board may, during the term of this contract, reduce Teacher's salary by imposing the requirement that Teacher take a furlough if the State legislature reduces the number of required teaching days and the school calendar is adjusted accordingly. A "furlough" is defined as normally paid work days for which Teacher will not be required to perform any duties and for which Teacher shall not be paid. Teacher shall not be permitted to use paid leave on furlough days. Furloughs may be required in addition to the general salary reduction described above.
26. This contract shall be governed by the laws of the United States and the State of Arizona. Teacher agrees that the Arizona State and Federal courts shall exercise exclusive jurisdiction over any and all matters arising out of this contract.

27. The entire agreement between the parties shall consist of this contract and supersedes any prior agreement, written or oral. Any subsequent amendment or addendum to this contract must be in writing and signed by both parties.
28. By law, contract is deemed received when personally delivered, delivered to Employee's school mail, email or the District's self-service portal, or two (2) days from mailing. Employee's acceptance of this contract shall be done by electronically approving and accepting it via the District's self-service portal within FIFTEEN (15) business days from the date of receipt or the Governing Board's offer of employment is revoked. If this contract is returned and includes terms in addition to the terms of this Contract offered by the Board or is not returned within the (fifteen) 15 business days, under accordance with the provisions of A.R.S. §15-536 and/or A.R.S. §15-538.01, this contract shall be null and void.
29. Teachers who work less than twelve (12) months per year may be paid over twelve (12) months. This is called "annualized compensation." Annualized compensation gives you income during the summer months. Due to IRS regulations, you must make a written election to receive annualized compensation. Please initial your selection. ***If you fail to return this election before you begin work for the school year, the District will not annualize your compensation. Pay option may not be changed during the term of this contract***

Please initial your election: (all payment options are subject to start date)

_____ I elect annualized compensation; please annualize my compensation as follows:

_____ **26 Pays:** 26 pays with balloon payment of balance of contract on last payment at end of contract term.

_____ **Year-Round:** 26 year-round biweekly pays (final pay of the contract term received two weeks prior to the first pay of the new contract term)

_____ I do not elect annualized compensation

_____ **(23 equal payments while school is in session).**

The execution of this contract was authorized at a legally convened meeting of the Governing Board.

In Witness Whereof, the parties have caused this agreement to be executed in the respective names and in the case of the board representative, on the day and year first written above.